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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

MARK SNOOKAL, an individual,

Plaintiff,

vs.

CHEVRON USA, INC., a California
Corporation, and DOES 1 through 10,
inclusive,

Defendants.

) CASE NO.: 2:23-cv-6302-HDV-AJR
)
) **PLAINTIFF MARK SNOOKAL'S**
) **MEMORANDUM OF POINTS AND**
) **AUTHORITIES IN OPPOSITION TO**
) **DEFENDANT CHEVRON USA, INC.'S**
) **MOTION IN LIMINE NO. 1 TO**
) **EXCLUDE EVIDENCE OR TESTIMONY**
) **BY PLAINTIFF REGARDING HIS PAST**
) **OR FUTURE ECONOMIC DAMAGES**
)
) *[Filed concurrently with the Declaration of*
) *Olivia Flechsig in Support of Plaintiff's*
) *Opposition to Defendant's Motion in Limine*
) *No. 1 and [Proposed] Order Denying*
) *Defendant's Motion in Limine No. 1]*
)
) District Judge: Hon. Hernan D. Vera
) Magistrate Judge: Hon. A. Joel Richlin
) Action Filed: August 3, 2023
) Trial Date: August 19, 2025
)
) Hearing Date: July 24, 2025
) Hearing Time: 10:00 a.m.
) Courtroom: 5B

MEMORANDUM OF POINTS AND AUTHORITIES

Defendant Chevron USA, Inc. (“Defendant” or “Chevron”) asserts that “Pursuant to Federal Rules of Evidence 402, 403, 701, and 702,” the Court should exclude all testimony regarding Plaintiff Mark Snookal’s (“Plaintiff” or “Mr. Snookal”) past and future economic damages. (Defendant’s Memorandum of Points and Authorities in Support of its Motion in Limine No. 1 (“Defendant’s Motion”) at p. 2:3-4.) However, what Chevron mischaracterizes as speculative and having “no basis in fact” is actually a factual dispute at the core of the trial of Mr. Snookal’s disability discrimination claim. (Id. at 2:10.) Mr. Snookal intends to prove via fact witness testimony; the witness testimony of his economics expert, Dr. Charles Baum; and various supporting documents that he intended to stay in a lucrative expatriate role for years to come, but that Chevron’s discrimination derailed this plan and cost him significant wages and benefits. Regardless of what a finder of fact determines in terms of the wage losses, Dr. Baum’s economic damage report includes detailed tables with multiple scenarios to allow the finder of fact to do its job in deciding the appropriate damages award.

It is up to the jury to decide the past and future damages awarded to Plaintiff, and Plaintiff therefore respectfully submits that Defendant’s Motion in Limine No. 2 be denied.

I. FACTUAL OVERVIEW

Chevron is Plaintiff Mark Snookal’s (“Plaintiff” or “Mr. Snookal”) former employer. In 2019, Chevron offered Mr. Snookal a job position as a Reliability Engineering Manager in Escravos, Nigeria. Chevron later rescinded the offer because Mr. Snookal disclosed his disability (a dilated aortic root) during a medical suitability screening. Chevron claimed rescinding the job was proper because Mr. Snookal posed a future risk to himself in the hypothetical event that he suffered a serious cardiac event and required immediate medical rescue from the job site. Chevron made the decision to deem Mr. Snookal “not fit for duty” against the recommendations of Mr. Snookal’s treating cardiologist and of the doctor Defendant assigned to evaluate Mr. Snookal’s medical clearance. Defendant also doubled down on its decision despite the opinions of several other doctors who noted Mr. Snookal’s negligible risk of serious cardiac event. Accordingly, Mr. Snookal has brought a claim for disability

1 discrimination in violation of the California Fair Employment and Housing Act (“FEHA”) for
2 the rescission of the job position.

3 Mr. Snookal claims various categories of damages, including compensatory damages for
4 both past and future wage loss. Although Mr. Snookal ultimately continued working at Chevron
5 for some time thereafter, the rescinded position in Escravos, Nigeria came with significantly
6 higher compensation than what he has since earned without the position, in large part because
7 the international assignment included a 55% location premium on top of Mr. Snookal’s base
8 pay. In addition, Mr. Snookal was expected to receive a promotion from salary grade 22 to
9 salary grade 23 after approximately six months in the rescinded Escravos, Nigeria role.
10 However, after the role was rescinded, he never received this promotion.

11 **II. ARGUMENT**

12 **A. Mr. Snookal Suffered Past and Future Economic Damages**

13 Chevron conclusively asserts that “[t]he evidence at trial will show that from September
14 2019 through the date of his resignation, plaintiff never experienced a decrease in his
15 compensation or benefits” and that evidence as to his damages is therefore irrelevant and
16 misleading. (Defendant’s Motion at p. 3:5-7).

17 To the contrary, the extent of Mr. Snookal’s past and future damages are a vigorously
18 disputed. For example, during his deposition, Mr. Snookal testified that absent the discrimination
19 he experienced, he intended to stay at Chevron for many years to come and would have planned
20 to renew his assignment to a rotational expatriate assignment to continue to benefit from the
21 location premium associated with those jobs. (Declaration of Olivia Flechsig in Support of
22 Plaintiff’s Opposition to Chevron’s Motion in Limine No. 1 (“Flechsig Decl.”) at ¶ 3, Exhibit A.)
23 The Assignment Offer for the rescinded position was for an expected duration of 3-4 years. (Id.
24 at ¶ 4, Exhibit B). In addition, regardless of whether he was ever promoted, had Chevron not
25 rescinded the job in question, Mr. Snookal would have received a 55% location premium on top
26 of his base salary. (See Dkt. 31 at ¶ 5.)

27 With respect to receiving a promotion to pay grade 23 after approximately six months in
28 the position, Mr. Snookal has noted that when he interviewed for the position in question, he was

1 told by the hiring manager and by a member of Chevron’s Human Resources that he would be
2 eligible for a promotion after six months in the role. (See Dkt. 31 at ¶ 6.) He has also testified
3 based upon his experience as a tenured Chevron employee – he has observed that when people
4 are hired at a lower paygrade than what is listed on the job description, they are typically quickly
5 promoted. (Flechsigs Decl. at ¶ 3, Exhibit A and ¶ 7, Exhibit E). We can also refer to Chevron’s
6 company-wide payscale structure to reliably calculate what Mr. Snookal would have made if he
7 had not been deprived of this promotion. (Id. at ¶ 8, Exhibit F.) Mr. Snookal’s future damages
8 therefore can be calculated with “reasonable certainty.”

9 In any event, this is not a factual issue that can be determined via a motion in limine. (See
10 e.g., the Court’s Civil Trial Order at II(B): “Motions *in limine* should address specific issues
11 (e.g., not ‘to exclude all hearsay’). Motions *in limine* should not be disguised motions for
12 summary adjudication of issues.”)

13 **B. Evidence of Mr. Snookal’s Past and Future Wage Loss is Highly Probative**

14 To succeed on a claim for disability discrimination, the Plaintiff must show by a
15 preponderance of the evidence that he was harmed as a result of the Defendant’s disability
16 discrimination. California Civil Jury Instructions 2540 (Disability Discrimination). Here, Mr.
17 Snookal has claimed economic/wage loss as one such form of harm he has suffered. (Complaint
18 at p. 15:28.) Once civil liability has been established, California law provides for both past and
19 future compensation for damages. Cal. Civ. Cod. § 3283.

20 Evidence as to Mr. Snookal’s economic damages is not only relevant to his claim, it is
21 extremely probative and should not be excluded pursuant to Federal Rules of Evidence 402 or
22 403.

23 **C. A Finder of Fact Can Easily and Efficiently Weigh the Evidence and Apply**
24 **Same to Dr. Baum’s Economic Report**

25 As further evidence that Mr. Snookal’s claims for past and future damages is not going
26 to confuse or mislead the jury, Dr. Baum created an economic damages reports which contains
27 tables broken down by year. (Flechsigs Decl. at ¶ 6, Exhibit D.) In other words, though the length
28 of time is disputed, Dr. Baum’s report is nonetheless designed to allow the jury to weigh the

evidence regarding how long Mr. Snookal would have continued to receive location premium compensation and can make a selection accordingly. (Id.) Dr. Baum's report also contains two different projections so that the jury can decide whether they believe Mr. Snookal would have received a promotion to pay grade 23 after approximately 6 months in the rescinded job position. (Flechsigs Decl. at ¶ 5, Exhibit C and at ¶ 6, Exhibit D.) Lastly, consistent with the standards for expert reports, Dr. Baum referred to numerous documents before formulating his opinions, including Mr. Snookal's actual earnings as compared to his potential earnings absent Chevron's discrimination. (Id.)

III. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court deny Defendant's Motion in Limine No 1 to exclude testimony regarding Mr. Snookal's past and future economic damages, or at least reserve the ruling until trial.

DATED: July 15, 2025

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By:



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